

JAN 18 2013

F5530-8005-166/2019 CHARLOTTETOWN

THIS INDENTURE made this 10 day of Jan, Two thousand 2013

BETWEEN:

Maria Marine Ltd.  
101 Rte. 11  
Lower Newcastle, N.B.  
E1V 7E7

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations ') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations .

- Entered to  
Security Agreement  
in SPPA  
- Copy sent to Records

#### 4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

#### 9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

#### 10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder, up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

#### 25. Termination

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefor paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

#### 26. Acts and Regulations

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA. .
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE:** Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.



Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
by the Contractor in the )  
Presence of - )

Paul Scott  
Contractor's Signature

SIGNED, SEALED AND DELIVERED )  
by Her Majesty in the presence of - )

Radclyffe Shuman

*Darlene Myers*  
for Minister of Fisheries and Oceans

## Schedule of Rates Charlottetown

The following is a list of buoys that are covered by this contract.																
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys																
Notes:																
One completed column for each year of the contract																
The Mooring Change Date Cycles are determined in Year 1.																
Charlottetown																

s.20(1)(b)  
s.20(1)(c)

Schedule of Rates  
Charlottetown

5999.1	CD	Governors Island Can Buoy CD	0.6m SB 60 Spar Can Pl	Yel	1250S	3/4"	14	-	46	7	25.21	63	5	10.67	Seas	Plastic	Plastic	3 yr	2015
6001.1	A	Squaw Point Buoy A	0.6m SB 60 Spar Can Pl	Yel	1250S	3/4"	12.2	-	46	9	50.21	63	4	24.67	Seas	Plastic	Plastic	3 yr	2015
6001.5	B	Squaw Point Buoy B	0.6m SB 60 Spar Can Pl	Yel	1250S	3/4"	6.1	-	46	9	32.21	63	3	8.67	Seas	Plastic	Plastic	3 yr	2015
6002.5	PRIV1	Yacht Club Race Buoy PRIV1	GDI 680N	Yel	2500	3/4"	9.1	-	46	13	33.21	63	7	7.17	Seas	Plastic	Plastic	3 yr	2014
6003.15	C19	Railway Wharf East Flats Spar Buoy C19	0.7m Ice Can	Gr	2500	7/8"	27.22	SP-2 Y 138	46	14	0.24	63	6	52.5	Yr Rd	Plastic	Plastic	3 yr	2014
6004	C	Southport Wharf Ruins Spar Buoy C	GDI 2M	Yel	800	5/8"	3	-	46	13	40.21	63	6	40.67	Seas	Plastic	Plastic	3 yr	2014
Total																			

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (4000 LBS) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY.

21,049.00 27,049.00 22,749.00 22,749.00 ✓ DK

20,849.00 20,849.00 / 20,849.00  
P.S. 20,849.00

Pricing Sheet

PRICING SHEET-Charlottetown, PEI

PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:

		Maintenance Buoy Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014	20,849.00 ✓
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	20,849.00 ✓
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	20,849.00 ✓
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	20,849.00 ✓
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	22,749.00 ✓
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	22,749.00 ✓

Please provide GST / HST # if Applicable -GST / HST# 12 112 4903 RT0001

If GST / HST not applicable, please provide SIN# \_\_\_\_\_

Signature: Paul Scott

Name: Maria Marine Ltd  
Mailing Address: 101, BTE 11  
Lower New Castle Rd  
Telephone #: (506) 773-3447  
Cell Phone #: (506) 773-6448  
Fax #: (506) 773-6448  
E-mail Address: maria.marine@nb.a.b.n.com

Signature Paul Scott

*Charlottetown*

**Campbell, Karen**

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**From:** Saumure, Melissa  
**Sent:** July-08-14 11:09 AM  
**To:** 'mairamarine@nb.aibn.com'; Campbell, Karen  
**Subject:** More Maira Marine Amendments  
**Attachments:** Maira Marine.pdf

Good Morning,

Please find attached 3 fully executed amendments for Maira Marine.

Thanks, have a great day!

**Melissa Saumure**

Junior Procurement Officer

Procurement Hub Ottawa Office/Centre d'approvisionnement-bureau d'Ottawa

Materiel and Procurement Services/Services du materiel et des acquisitions

Financial and Materiel Management Operations/Opérations financières et Gestion du Matériel

Fisheries and Oceans Canada/ Pêches et Océans Canada

200 Kent Street – 9 W087

Ottawa, ON K1A 0E6

Government of Canada/Gouvernement du Canada

Telephone/ Téléphone: 613-993-2846

Facsimile/Télécopieur: 613-991-1297

E-mail/ Courriel: [melissa.saumure@dfo-mpo.gc.ca](mailto:melissa.saumure@dfo-mpo.gc.ca)

New E-mail/ Nouveau courriel: [XNAT, Procurement Hub/Centre d'approvisionnement](#)

*- Copy sent to  
Receiv.*

*kc*  
*—*



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

**Contract/File No. F5530-8005-166/2019**

**Amendment #1**

**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

This **Amendment** dated as of the 4<sup>th</sup> day of June 2014

**BETWEEN**

**Maira Marine  
101 Route 111  
Newcastle, NB  
E1V 7E7**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-166/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-166/2019**  
**Amendment #1**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 1 – Servicing Marine Aids to Navigation – Charlottetown**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2014**

**Insert: Completion Date of July 2, 2015**

**Apply:**

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$20,849.00

**For an amount not to exceed.....\$20,849.00**

**This Amendment shall form part of the above mentioned Agreement.**


**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-166/2019  
Amendment #1  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at 1908 HRS on June 9, 2014

(W) 

Paul Scott (President)  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness) \_\_\_\_\_

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position) or

(Witness) \_\_\_\_\_

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Ottawa on June 11, 2014

(Witness) \_\_\_\_\_

Patrizia Marinelli  
Team Leader  
NCR, Materiel Management





**Fisheries and Oceans  
Canada**

**Pêches et Océans  
Canada**

**Contract/File No. F5530-8005-166/2019**

**Amendment #2**

**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

This **Amendment** dated as of the 19<sup>th</sup> day of May 2015

**BETWEEN**

**Maira Marine  
Attn : Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
Fax: (506) 773-6448**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-166/2019**

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-166/2019**  
**Amendment #2**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – SERVICING MARINE AIDS TO NAVIGATION – CHARLOTTETOWN**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2015**

**Insert: Completion Date of July 2, 2016**

**Apply:**

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$20,849.00

**For an amount not to exceed.....\$20,849.00**

**This Amendment shall form part of the above mentioned Agreement.**  
**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

s.19(1)

25 May 15 08:36a  
1-506-452-4065

10 04 a.m. 05-22-2015

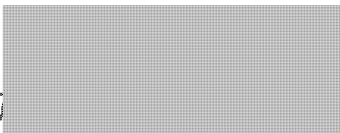
p. 3  
4/4

Contract/File No. F5530-8005-166/2019  
Amendment #2  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at Miramichi on May 25, 2015

  
(Signature and position)

Paul Sevil (President)  
INCORPORATED COMPANY  
(Signature and position)

**AFFIX CORPORATE SEAL:**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on May 19<sup>th</sup>, 2015

  
(Witness)

Mathieu Keating  
Mathieu Keating, Senior Procurement  
Officer  
Financial and Material Management  
Operations

28 Jun 16 04:04p

1-506-452-4065

11:25:44 a.m.

06-27-2016

P - 1

*Charlotte Lewis*



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-166/2019

Amendment #3

Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 27<sup>th</sup> day of June 2016

**BETWEEN**

**Malra Marine  
Attn: Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
Fax: (506) 773-6448**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019;**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:**

**Contract/File No. F5530-8005-166/2019****Amendment #3****Page 2 of 3**

This Amendment is issued to exercise Option Year 3 of the contract for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2016**

**Insert: Completion Date of July 2, 2017**

**Apply:**

**From July 2, 2016 – July 2, 2017**

**For an amount not to exceed.....\$20,849.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

28 Jun 16 04:05p

1-506-452-4065

11:26:03 a.m.

06-27-2016

P. 3  
5/6

Contract/File No. F5530-8005-166/2019

Amendment #3

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

## FOR THE CONTRACTOR

Dated at Fredericton June 27, 2016  
Paul Scott (President)INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

---

  
(Witness)

---

or  
PARTNERSHIP  
(Signature and position)

---

  
(Witness)

---

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

## FOR HER MAJESTY

Dated at Fredericton on 27 June, 2016Hannah Stolt  
(Witness)Cindy Gallant  
Cindy Gallant  
Contracting Officer  
Fredericton Procurement Hub



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

## PURCHASE ORDER

This Purchase Order is made as of the contract award date below between Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter referred to as "Fisheries and Oceans Canada") and the supplier (as named herein).

### SUPPLIER – FOURNISSEUR

MAIRA MARINE LTD.  
HWY 11  
101  
LOWER NEWCASTLE, NB E1V 7E7  
Canada

### ISSUED BY - PRÉPARÉ PAR

SENIOR NAVAIDS INFO  
OFFICER-CHARLOTTETOWN  
1 QUEEN ST P.O. BOX 1236  
CHARLOTTETOWN, PE C1A 7M8

Tel: 902 566-7938  
E-mail: AIMEE.POWER@DFO-MPO.GC.CA

## COMMANDE D'ACHAT

Cette commande d'achat est faite en date d'octroi de contrat ci-dessous entre Sa Majesté la Reine du chef du Canada (ci-après appelée "Sa Majesté") représenté par le Ministre des Pêches et Océans Canada (ci-après appelé "Pêches et Océans Canada") et le Fournisseur (tel qu'indiqué dans les présentes).

### IMPORTANT

The Contract No. must appear on invoices, B/L, packing lists, correspondence and outside containers.  
Le No. de contrat doit être indiqué sur les factures, les connaissements, les listes d'emballage, la correspondance et à l'extérieur des contenants.

Contract No./No. de contrat. **F5530-160130**

Amend. No./No. de modif **1**

Contract Award Date/  
Date d'octroi de contrat **26-JUL-2016**

Address Enquiries to - Adresser toute demande à

Tel:  
E-mail:

SHIP TO/  
EXPÉDIER À: **F5530**

BILL TO/  
FACTURER À: **DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca**

SENIOR NAVAIDS INFO  
OFFICER-CHARLOTTETOWN  
1 QUEEN ST P.O. BOX 1236  
CHARLOTTETOWN, PE C1A 7M8  
Canada

DFO-ACCOUNTS PAYABLE/MPO-COMPTES PAYABLE  
PO BOX 1901, STN A / CP 1901, STN A  
FREDERICTON, NB E3B 5G4  
Canada

Attn: POWER, AIMEE

Departmental Financial Codes - Codes financiers ministériel

A9512-A10-120-4464-29ADH-6

Freight Terms - Conditions pour les frais de transport

Contract End Date - Date de fin du contrat

FOB – FAR

PST No. - N° de TVP Exemption

HST/GST - TPS /  
TVH

EXTRA

Estimated Total Cost - Prix total prévu

**2,600.00 CAD**  
(Tax excluded)/(Taxe exclus)

Continued/ suite...

Canada



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Page

2

of/de

3

**PURCHASE ORDER**  
(Continuation sheet)

**COMMANDE D'ACHAT**  
(suite)

**P.O. No. - N° de commande**

F5530-160130

**Amend. No. - N° de modif.**

1

The Vendor agrees to provide to Fisheries and Oceans Canada the goods or services identified at the specified prices and in accordance with all terms and conditions of this Purchase order.

Le Fournisseur accepte de fournir Pêches et Océans Canada les biens ou services identifiés dans les présentes en conformité avec les prix spécifiés et avec les modalités de cette commande d'achat.

Continued/ suite...

Item no. No Article	Description Description	Delivery Date Date de livraison	Quantity Quantité	U of I U de D	Unit Price Prix unitaire	Extended Cost Prix total prévu
1	Buoy C12 moved with ice over winter 2016. Replace on position.	31-MAR-17		EA /CH-EACH/C HACUN		
2	Buoy C8 submerged and replaced with SB 98.	31-MAR-17		EA /CH-EACH/C HACUN		





Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Page

3	of/de	3
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**PURCHASE ORDER**  
(Continuation sheet)

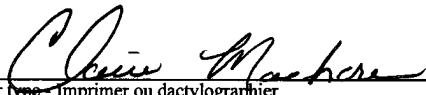
**COMMANDE D'ACHAT**  
(suite)

<b>P.O. No. - N° de commande</b>	F5530-160130
<b>Amend. No. - N° de modif.</b>	1

The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:

Les documents ci-joints font partie intégrale de cette commande d'achat. Le Fournisseur convient et accepte tous les termes et conditions tels que décrits dans cette demande, incluant:

Continued/ suite...

FOR THE SUPPLIER - POUR LE FOURNISSEUR		
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	
APPROVED FOR THE MINISTER - APPROUVÉ POUR LE MINISTRE		
Signature	Position title - Titre du poste	Date
	Sup. Aids to Navigation	July 26, 2016
Print or type - Imprimer ou dactylographier		

Canada

Fisheries and Oceans Canada  
Pêches et Océans Canada

Page

3	of/de	3
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**PURCHASE ORDER**  
(Continuation sheet)

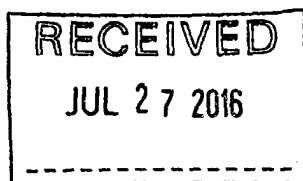
**COMMANDE D'ACHAT**  
(suite)

<b>P.O. No. - N° de commande</b>
F5530-160130
<b>Amend. No. - N° de modif.</b>
1

The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:

Les documents ci-joints font partie intégrale de cette commande d'achat. Le Fournisseur convient et accepte tous les termes et conditions tels que décrits dans cette demande, incluant:

Continued/ suite...



FOR THE SUPPLIER - POUR LE FOURNISSEUR		
Signature <i>Paul Scott</i>	Witness - Témoin [Redacted]	Date <i>July 27, 2016</i>
Print or type - Imprimer ou dactylographier <i>Paul Scott</i>	Position title - Titre du poste <i>President</i>	
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	

APPROVED FOR THE MINISTER - APPROUVÉ POUR LE MINISTRE		
Signature <i>Chris Mackenzie</i>	Position title - Titre du poste <i>Sup Assoc to Newell</i>	Date <i>July 26, 2016</i>
Print or type - Imprimer ou dactylographier		

Canada

s.19(1)

29 May 17 07:48a

P. 5

- Charlottekaur-

Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-166/2019  
Amendment #4  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 29<sup>th</sup> day of May 2017

**BETWEEN**

Maira Marine  
Attn: Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
Fax: (506) 773-6448  
Email : mairamarine@nb.aibn.com

(hereinafter called the "Contractor")

AND

OF THE FIRST PART,

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019;

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows;

s.19(1)

p. 6

ay 17 07:48a

Contract/File No. F5530-8005-166/2019  
Amendment #4  
Page 2 of 3

This Amendment is issued to exercise Option Year 4 of the contract for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 4 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2017

Insert: Completion Date of July 2, 2018

Apply:

From July 2, 2017 – July 2, 2018 .....\$22,749.00  
For an amount not to exceed.....

This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.

s.19(1)

29 May 17 07:48a

P. 7

Contract/File No. F5530-8005-166/2019  
Amendment #4  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Moncton May 29, 2017

Paul Scott (President)

INCORPORATED COMPANY  
(Signature and position)

(Witness)

AFFIX CORPORATE SEAL:

(Witness)

\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)

(Witness)

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 2, 2017

Kim Walker

Kim Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

(Witness)

Cindy Gallant

Jun 28



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-166/2019  
Amendment #5  
Page 1 of 3

### **AMENDMENT TO AGREEMENT**

This Amendment dated as of the 27<sup>th</sup> day of June 2018

#### **BETWEEN**

Maira Marine  
Attn: Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
Fax: (506) 773-8448  
Email : mairamarine@nb.a1nb.com

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019;

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-166/2019**  
**Amendment #5**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for the final option year for a one year period from July 2, 2018 to July 2, 2019 as well as to add buoys LL990.0(C5) and LL1003.0(C18) and to delete buoys LL#6005.5 IPRIV<sub>1</sub>, and LL#6004 (C) . These result in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2018**

**Insert: Completion Date of July 2, 2019**

**Apply:**

Delete 1 Buoy LL#6005.5 @ [REDACTED] 1/2 year (1/2 Year for July 2018 Payment) [REDACTED] for 2  
July 2018 – 2 July 2019

Delete 1 Buoy LL#6004 @ [REDACTED] 1/2 per year (1/2 Year for July 2018 Payment) [REDACTED] for  
2 July 2018 – 2 July 2019

To add new 2 new buoys LL990.5 @ [REDACTED] and LL1003.0 @ [REDACTED] for a total of \$1,200.00 –  
Additional Cost

Reduction cost in accordance with email dated June 25, 2018 section entitled Year 5 (1/2 year  
payment January 2018 and July 2/18 – July 2/19) at a value of -\$2,746.50

Additional cost in accordance with email dated June 25, 2018 section entitled Year 5 (July 2/17 – July  
2/18) at a value of \$1200.00

From July 2, 2018 – July 2, 2019

For an amount not to exceed.....\$22,118.00

**This Amendment shall form part of the above mentioned Agreement.**  
**All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

s.19(1)

Contract/File No. F5530-8005-166/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at Miramichi on June 28, 2018

Paul Scott, (President)

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)

(Witness)

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on June 27, 2018

Digitally signed by  
Walker, Kimberly  
Date: 2018.06.27 14:23:51  
-03'00'

Kim Walker  
Kim Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

(Witness)



F5530-8005-180/2019 **EASTERN NORTHUMBERLAND STRAIT**

JAN 18 2013

THIS INDENTURE made this 10 day of Jan Two thousand 13.

BETWEEN:

Maia Marine Ltd.  
101 RTE #11  
How Newcastle N.B.  
E1V 7E7

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

- 2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.
- 2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.
- 2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to Service Agreement in Sepa

- copy sent to Records.

ke  
—

000029

#### 4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

#### 9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

#### 10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 1913 and ending on the 2nd day of July, 1914 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

#### 25. Termination

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefor paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

#### 26. Acts and Regulations

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE:** Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

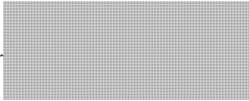
**NOTE:**

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED  
by the Contractor in the  
Presence of -

Witness: \_\_\_\_\_



*RA Kelly*  
SIGNED, SEALED AND DELIVERED  
by Her Majesty in the presence of -

*Paul Scott*  
\_\_\_\_\_  
Contractor's Signature

*Darlene Myers*  
\_\_\_\_\_  
for Minister of Fisheries and Oceans

s.20(1)(b)  
s.20(1)(c)

Schedule of Rates  
Eastern Newfoundland Strait

Schedule of Rates																							
The following is a list of buoys that are covered by this contract.																							
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys																							
Notes:																							
One completed section for each year of the contract.																							
The Maintenance Cycles are determined in Year 1.																							
L.L. No.	Aid Id	Aid Name	Type of Aid	Buoy Col	Anchor Wt. Lbs	Chain Size Inch	Lgh. Metre	Lan-tern Power	Latitude	Longitude	Service	Aid Mat-erial	Paint Type	Paint Cycle Date	Moor Mooring Cycle Date								
Year 1														Year 1	Year 2	Year 3	Year 4	Year 5	Year 6				
948.05	NC1	Rolls Bay Light Buoy NC1	1.5m SB98 Plastic	Gr	2500S	7/8"	27	S/P	46 19	24.19 62 19	Seas	Plastic	-	-	3 yr.	2015							
948.5	NE	Amendade Light Buoy NE	1.4m Buoy	W-R	3000S	7/8"	41.4	S/P	46 14	31.18 62 23	Seas	Steel	Alkyd		3 yr.	2014							
951.5	NY2	Launching Point Light Buoy NY2	0.6m SB60 Spar Conical Pt	Red	2500S	7/8"	27	S/P	46 13	6.18 62 24	Seas	Plastic	-	-	3 yr.	2014							
952.5	NH	Georgetown Light Buoy NH	1.4m Buoy	W-R	2500S	1 1/8"	82	S/P	46 9	15.22 62 27	Seas	Steel	Alkyd		3 yr.	2015							
953.5	NH3	Wheeler Bar Light Buoy NH3	0.6m Plastic Ice Spar (18 ft.)	Gr	2500S	7/8"	27	S/P	46 9	30.22 62 29	Yr Rd	Plastic	-	-	3 yr.	2015							
953.6	NH5	Wheeler Bar Light Buoy NH5	0.6m SB60 Spar Can Pt	Gr	2500	7/8"	27	S/P	46 9	32.22 62 30	Yr Rd	Plastic	-	-	3 yr.	2015							
953.7	NH9	Georgetown Range Spar Buoy NH9	0.6m SB60 Spar Can Pt	Gr	2500	7/8"	27	-	46 9	46.22 62 31	Yr Rd	Plastic	-	-	3 yr.	2015							
954	NH10	St. Andrews Point Light Buoy NH10	0.6m Plastic Ice Spar (14 ft.)	Red	1500S	7/8"	27	S/P	46 9	55.22 62 31	Yr Rd	Plastic	-	-	3 yr.	2015							
955.2	NH12	Thruncep Spill Light Buoy NH12	GP104 Plastic	Red	1200	5/8"	27	S/P	46 10	8.72 62 31	Seas	Plastic	-	-	3 yr.	2015							
958.5	NP	Graham Ledge Light Buoy NP	GDI 1.22m	W-R	2500S	7/8"	27	S/P	46 5	45.19 62 25	Seas	Steel	Alkyd		3 yr.	2014							
961	NM	Murray Harbour Light Buoy NM	0.6m SB60 Spar Can Pt	W-R	2500S	3/4"	45	S/P	46 2	5.155 62 27	Seas	Plastic	-	-	3 yr.	2014							
970.5	NN2	Bear Reef Light Buoy NN2	0.6m SB60 Spar Conical Pt	Red	2500S	7/8"	27	S/P	46 0	44.18 62 26	Seas	Plastic	-	-	3 yr.	2015							
953.71	NJA	Boughton Ledge East Cardinal Spar NJA	0.6m SB 60 Spar Can Pt	B-Y-B	1500S	3/4"	18.2	-	46 11	9.32 62 23	Seas	Plastic	-	-	3 yr.	2016							
Totals																							
Note: Buoys NH3, NH5 & NH10 are Year Round - the Internals and external radar reflectors (if equipped) are to be removed for the Winter & replaced in the Spring.																							
TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS(3000 LBS) NOTED IN THIS SCHEDULE OF RATES. CONTACT TRANSPORT CANADA IF NECESSARY																							
24/01/24/02/24/03/24/04/24/05/24/06/24/07/24/08/24/09/24/10/24/11/24/12/														25390.0									
														25390.0									

OK  
KL

s.19(1)

PRICING SHEET- Eastern Northumberland Strait		
PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:		Buoy Maintenance Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014	24,090.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	24,090.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	24,090.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	24,090.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	25,390.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	25,390.00
Please provide GST / HST # if Applicable - GST / HST# 12112 4903 RT 0001		
If GST / HST not applicable, please provide SIN#		
Name: <u>Maria Marine Ltd</u>		
Mailing Address: <u>101 RT-11 Lower Newcastle NB, E1U 1Z5</u>		
Telephone #: <u>(506) 273-3455</u>		
Cell Phone #: <u>(506) 273-6448</u>		
Fax #: <u>(506) 273-6448</u>		
E-mail Address: <u>Maria.Marine@nb.aibn.com</u>		Signature: <u>Paul Seel</u>

000035

*Eastern  
Northumberland  
Strait*



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-180/2019  
Amendment #2

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 18<sup>th</sup> day of June 2014

**BETWEEN**

**Maira Marine Ltd  
c/o Mr Paul Scott  
101, Route 11  
Lower Newcastle, New-Brunswick  
E1U 7E7**

**Tel: (506)773-3455  
Cel: [REDACTED]  
Fax: (506)773-6448  
E-mail: [mairamarine@nb.aibn.com](mailto:mairamarine@nb.aibn.com)**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-180/2019**

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;



**Contract/File No. F5530-8005-180/2019  
Amendment #2**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from **July 2, 2014 to July 2, 2015**. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – Provide Buoy Services – Eastern Northumberland Strait, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete:            Completion Date of July 2, 2014**

**Insert:            Completion Date of July 2, 2015**

**Apply:**

**From July 2, 2014 – July 2, 2015**

**For an amount not to exceed.....\$24,090.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

**Contract/File No. F5530-8005-180/2019  
Amendment #2**

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. **Please affix signature for the applicable legal entity.**

**FOR THE CONTRACTOR**

Dated at 0930 on June 23, 2014



(W)

Paul Scott (President)  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL: (if available)

(Witness)

PARTNERSHIP

(Signature and position)

or

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Ottawa on June 26 2014

(Witness)

Patrizia Marinelli  
Team Leader

Procurement Hub, Ottawa Office  
200 Kent Street, 9<sup>th</sup> Floor  
Ottawa, Ontario K1A 0E6

Tel: (613) 993-3136

E-mail: [Patrizia.Marinelli@dfo-mpo.gc.ca](mailto:Patrizia.Marinelli@dfo-mpo.gc.ca)

Fax: (613) 991-1297

**Campbell, Karen**

---

**From:** Campbell, Karen  
**Sent:** June-26-14 2:11 PM  
**To:** Saumure, Melissa  
**Subject:** Eastern Northumberland Strait Contract Amendment (F5530-8005-180/2019).  
**Attachments:** SKMBT\_36314062613180.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	Saumure, Melissa	Delivered: 26/06/2014 2:12 PM

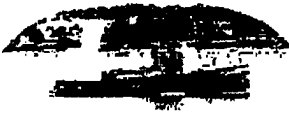
Hi Melissa:

Attached is the signed amendment for Eastern Northumberland Strait Contract F5530-8005-180/2019.

Regards,

Karen Campbell  
Aids to Navigation  
Charlottetown, PEI  
902-566-7938

**From:** [no\\_replyKonicaMinolta363@dfo-mpo.gc.ca](mailto:no_replyKonicaMinolta363@dfo-mpo.gc.ca) [mailto:[no\\_replyKonicaMinolta363@dfo-mpo.gc.ca](mailto:no_replyKonicaMinolta363@dfo-mpo.gc.ca)]  
**Sent:** June-26-14 1:18 PM  
**To:** Campbell, Karen  
**Subject:** Message from KMBT\_363



# Maira Marine Ltd

101 Hwy 11 • Lower Newcastle, NB • E1V 7E7 • Tel.: (506) 773-3455 • Cell.: [REDACTED] • Fax: (506) 773-6448

Date: June 26/14 Pages: 19

To: Lynda Calombe

For: Contract Amendment

Re: \_\_\_\_\_

902-566-7848

To the Attention of  
Karen Campbell

From  
Paul Scott

Wharf Construction, Reconstruction & Repair • Dredging • Marine Towing • Tug & Barge Rental • Crane Rental  
Shore Protection • Timber or Armour Stone • Navigation Buoy Placement & Maintenance

s.19(1).

**Contract/File No. F5530-8005-180/2019  
Amendment #2**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from **July 2, 2014 to July 2, 2015**. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – Provide Buoy Services – Eastern Northumberland Strait, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete:           Completion Date of July 2, 2014**

**Insert:            Completion Date of July 2, 2015**

**Apply:**

**From July 2, 2014 – July 2, 2015**

**For an amount not to exceed.....\$24,090.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**



s.19(1)

**Contract/File No. F5530-8005-180/2019  
Amendment #2**

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. **Please affix signature for the applicable legal entity.**

**FOR THE CONTRACTOR**

Dated at 0930 on June 23, 2014

(W) 

Paul Scott (President)  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL: (if available)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)

\_\_\_\_\_  
(Witness)

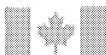
\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at \_\_\_\_\_ on \_\_\_\_\_, 2014

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
**Patrizia Marinelli**  
Team Leader  
Procurement Hub, Ottawa Office  
200 Kent Street, 9<sup>th</sup> Floor  
Ottawa, Ontario K1A 0E6  
Tel: (613) 993-3136  
E-mail: [Patrizia.Marinelli@dfo-mpo.gc.ca](mailto:Patrizia.Marinelli@dfo-mpo.gc.ca)  
Fax: (613) 991-1297



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-180/2019  
Amendment #3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 15<sup>th</sup> day of May 2015

**BETWEEN**

**Maira Marine Ltd  
c/o Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-180/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

**Contract/File No. F5530-8005-180/2019  
Amendment #3**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – Provide Buoy Services – Eastern Northumberland Strait, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2015**

**Insert: Completion Date of July 2, 2016**

**Apply:**

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$24,090.00  
**For an amount not to exceed.....\$24,090.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**



29 Jul 15 09:06a

p. 4

**Contract/File No. F5530-8005-180/2019  
Amendment #3**

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

*M. Manich*  
Dated at 28<sup>th</sup> on July 28, 2015  
*P.S*

*Paul Scott (President)*  
INCORPORATED COMPANY  
(Signature and position)

\_\_\_\_\_  
(Witness)

**AFFIX CORPORATE SEAL:**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at 15 on May, 2015

\_\_\_\_\_  
(Witness)

*YLS*  
Yannick Lang  
Manager  
Procurement Hub, Fredericton

s.19(1)

11 Jul 16 07:27p

p. 1

452-3276



**Fisheries and Oceans  
Canada**

**Pêches et Océans  
Canada**

**Contract/File No. F5530-8005-180/2019  
Amendment #4**

**AMENDMENT TO AGREEMENT**

**This Amendment dated as of the 24<sup>th</sup> day of June 2016**

**BETWEEN**

**Maira Marine Ltd  
c/o Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7**

**(hereinafter called the "Contractor")**

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

1

s.19(1)

11 Jul 16 07:27p

p. 2

**Contract/File No. F5530-8005-180/2019  
Amendment #4**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 4 – Provide Buoy Services – Eastern Northumberland Strait, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2016**

**Insert: Completion Date of July 2, 2017**

**Apply:**

From July 2, 2016 – July 2, 2017 for an amount not to exceed \$25,840.00  
**For an amount not to exceed.....\$25,840.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

11 Jul 16 07:28p

p. 3

Contract/File No. F5530-8005-180/2019  
Amendment #4

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Monrovia on July 11, 2016

Paul Scott (President)  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position)

(Witness)

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

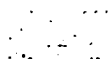
FOR HER MAJESTY

Dated at Fredericton on 30 June, 2016

Kim Walker  
Kim Walker  
Acting Team Lead  
Procurement Hub, Fredericton

(Witness)

- Eastern Northumberland  
Strait -



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-180/2019  
Amendment #5  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 29<sup>th</sup> day of May 2017

**BETWEEN**

**Maira Marine  
c/o Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
E-mail: [mairamarine@nb.aibn.com](mailto:mairamarine@nb.aibn.com)**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

s.19(1)

**Contract/File No. F5530-8005-180/2019**  
**Amendment #5**  
**Page 2 of 3**

This Amendment is issued to exercise the Option Year 4 of the contract for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
EASTERN NORTHUMBERLAND STRAIT, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2017**

**Insert: Completion Date of July 2, 2018**

**Apply:**

**From July 2, 2017 – July 2, 2018**

**For an amount not to exceed.....\$27,140.00**

**This Amendment shall form part of the above mentioned Agreement.**  
**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

s.19(1),

Contract/File No. F5530-8005-180/2019  
Amendment #5  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

## FOR THE CONTRACTOR

Dated at Montréal on 29 May 2017Paul Scull (President)

(Witness)

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position) or

(Witness)

\_\_\_\_\_  
SOLE PROPRIETORSHIP/INDIVIDUAL  
OWNER (Signature and position)

## FOR HER MAJESTY

Dated at Fredericton on June 2 2017Cindy Gallant  
(Witness)Kim Walker  
Kim Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

— Eastern Northumberland Strait —

Strait -

s.19(1)



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-180/2019

Amendment #6

Page 1 of 3

### **AMENDMENT TO AGREEMENT**

This Amendment dated as of the 6<sup>th</sup> day of June 2018

#### **BETWEEN**

Maira Marine  
c/o Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
E-mail: [mairamarine@nb.sibn.com](mailto:mairamarine@nb.sibn.com)

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019.

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:



**Contract/File No. F5530-8005-180/2019**  
**Amendment #6**  
**Page 2 of 3**

This Amendment is issued to exercise the Option Year 5, the final option year, of the contract for an additional one year period from July 2, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 6 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
EASTERN NORTHUMBERLAND STRAIT, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2018**

**Insert: Completion Date of July 2, 2019**

**Apply:**

**From July 2, 2018 – July 2, 2019**

**For an amount not to exceed.....\$27,140.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

Contract/File No. F5530-8005-180/2019

Amendment #8

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

## FOR THE CONTRACTOR

Dated at Moncton June 6, 2018Paul Scott (President)INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position)

(Witness)

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

## FOR HER MAJESTY

Dated at Fredericton on June 6, 2018Cindy Gallant  
(Witness)Kim Walker  
Kim Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

F5530-MOA155YG/2019 **GEORGETOWN**

**RECEIVED**  
**FEB 01 2013**

THIS INDENTURE made this 21 day of Jan. Two thousand 13.

BETWEEN:

**KENNETH IRVING**  
**PO BOX 316**  
**MONTAGUE, PE**  
**COA 1R0**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

NO TAX

- Entered to Service  
Agreement in Sepia

- Copy sent to Records

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#### 4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

#### 9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

#### 10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums there-fore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

NOTE: Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

**NOTE:**

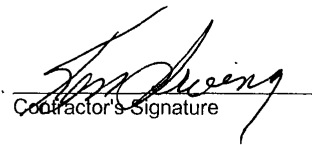
Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the  
day and year first above written.

SIGNED, SEALED AND DELIVERED )  
by the Contractor in the )  
Presence of - )

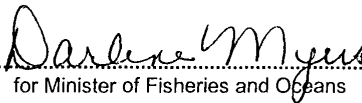
Witness: 

January 02/2013

  
Contractor's Signature

SIGNED, SEALED AND DELIVERED )  
by Her Majesty in the presence of - )



  
for Minister of Fisheries and Oceans

s.20(1)(b)  
s.20(1)(c)

Schedule of Rates  
Georgetown

Schedule of Rates																		
The following is a list of buoys that are covered by this contract.																		
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys																		
Notes:																		
One completed column for each year of the contract.																		
The Maintenance Cycles are determined in Year 1.																		



Schedule of Rates  
Georgetown

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS ( 400 LBS) NOTED IN THIS SCHEDULE OF RATES , CONTACT TRANSPORT CANADA IF NECESSARY

s.19(1)

PRICING SHEET- Georgetown

PRICE PER ANNUM (EXCLUDING GST/ HST) AS FOLLOWS:

		Buoy Maintenance Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014	8516.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	8516.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	8516.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	8516.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	8516.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	8516.00

Please provide GST / HST # if Applicable -GST / HST#  
If GST / HST not applicable, please provide SIN# 111-355-277

Name: Kenneth Irving  
Mailing Address: P.O. Box 316  
Montague P.E.I. COA 1A0  
Telephone #: [REDACTED]  
Cell Phone #: [REDACTED]  
Fax #: [REDACTED]  
E-mail Address: [REDACTED] Signature: [Signature]

**Campbell, Karen**

---

**From:** Saumure, Melissa  
**Sent:** June-19-14 9:35 AM  
**To:** [REDACTED]  
**Cc:** Campbell, Karen  
**Subject:** F5530-MOA155YG/2019  
**Attachments:** BA\_F5530-MOA155YG-2019 signed.pdf

Good Morning,

Please find attached the fully executed amendment extending the Georgetown Buoy contract through to July 2 2015.

Thank you for your prompt attention to this matter.

Have a great day!

**Melissa Saumure**

Junior Procurement Officer  
Procurement Hub Ottawa Office/Centre d'approvisionnement-bureau d'Ottawa  
Materiel and Procurement Services/Services du materiel et des acquisitions  
Financial and Materiel Management Operations/Opérations financières et Gestion du Matériel  
Fisheries and Oceans Canada/ Pêches et Océans Canada  
200 Kent Street – 9 W087  
Ottawa, ON K1A 0E6  
Government of Canada/Gouvernement du Canada  
Telephone/ Téléphone: 613-993-2846  
Facsimile/Télécopieur: 613-991-1297  
E-mail/ Courriel: [melissa.saumure@dfo-mpo.gc.ca](mailto:melissa.saumure@dfo-mpo.gc.ca)  
New E-mail/ Nouveau courriel: [XNAT, Procurement Hub/Centre d'approvisionnement](#)



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-MOA155YG/2019

Amendment #7

Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 30<sup>th</sup> day of May 2014

**BETWEEN**

**KENNETH IRVING  
P O BOX 316  
MONTAGUE, PEI  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

*Copy sent to  
Records for file  
KC*

**Contract/File No. F5530-MOA155YG/2019**

**Amendment #7**

**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 7 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2014**

**Insert: Completion Date of July 2, 2015**

**Apply:**

**From July 2, 2014 – July 2, 2015 for an amount not to exceed \$8,516.00**

**For an amount not to exceed.....\$8,516.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MOA155YG/2019

Amendment #7

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Heathville on June 13, 2014

(Witness)

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP  
(Signature and position)or  
Tom Mering (Owner)  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Hawa on June 18, 2014

(Witness)

Pamela Marinelli  
Team Leader  
NCR, Material Management



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-MOA155YG/2019  
Amendment #8

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 13<sup>th</sup> day of May 2015

**BETWEEN**

**KENNETH IRVING  
P O BOX 316  
MONTAGUE PE  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MOA155YG/2019  
Amendment #8**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 8 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2015**

**Insert: Completion Date of July 2, 2016**

**Apply:**

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$8,516.00  
**For an amount not to exceed.....\$8,516.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**



Contract/File No. F5530-MOA155YG/2019  
Amendment #8

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Montague on July 29 2015

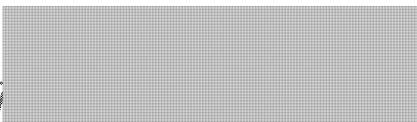
\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position) or


\_\_\_\_\_  
(V) 

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on May 15, 2015

\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Vladimir Shkrob  
Contracting Officer  
Procurement Hub, Fredericton



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-MOA155YG/2019  
Amendment #9

*emailed to  
Vladimir on  
2016-12-2  
JML*

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 28<sup>th</sup> day of June 2016

**BETWEEN**

**KENNETH IRVING  
P O BOX 316 MONTAGUE PE  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MOA155YG/2019  
Amendment #9**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 9 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2016**

**Insert: Completion Date of July 2, 2017**

**Apply:**

From July 2, 2016 – July 2, 2017 for an amount not to exceed \$8,516.00

**For an amount not to exceed.....\$8,516.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

s.19(1)

**Contract/File No. F5530-MOA155YG/2019  
Amendment #9**

**This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.**

**FOR THE CONTRACTOR**

Dated at Montreal on Dec. 15, 2016  
G.E. J.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

**AFFIX CORPORATE SEAL:**

\_\_\_\_\_  
(Witness)



\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)

McDermott Captain  
\_\_\_\_\_  
SOLE PROPRIETORSHIP/INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on July 4, 2016

\_\_\_\_\_  
(Witness)

VB  
\_\_\_\_\_  
Vladimir Shkrob  
Contracting Officer  
Procurement Hub, Fredericton



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-MOA155YG/2019  
Amendment #10  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 23 day of May 2017

**BETWEEN**

**Kenneth Irving  
PO Box 316  
Montague, PE  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MOA155YG/2019**  
**Amendment #10**  
**Page 2 of 3**

This Amendment is issued to exercise option year 4 from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

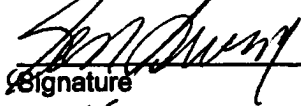
**Exercise Option Year 4**

From July 2, 2017 – July 2, 2018 for an amount not to exceed \$8,516.00  
For an amount not to exceed.....\$8,516.00

**This Amendment shall form part of the above mentioned Agreement.**  
**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

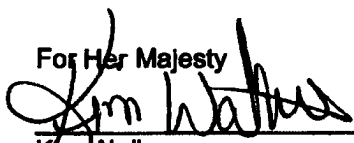
This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

For the Contractor

  
Signature  
Ken IRVING  
Printed Name and Position

June 13/2017  
Date

For Her Majesty

  
Kim Walker  
A/Team Lead  
Materiel Management

June 19, 2017  
Date



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

**Contract/File No. F5530-MOA155YG/2019**  
**Amendment #11**  
**Page 1 of 2**

**AMENDMENT TO AGREEMENT**

**This Amendment dated as of the 31 day of May 2018**

**BETWEEN**

**Kenneth Irving  
PO Box 316  
Montague, PE  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MOA155YG/2019**  
**Amendment #11**  
**Page 2 of 2**

This Amendment is issued to exercise the 5<sup>th</sup> and final option year available on contract F5530-MOA155YG/2019 from July 2, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.


**Exercise Option Year 5**

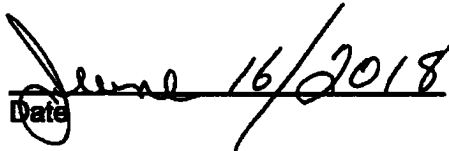
From July 2, 2018 – July 2, 2019 for an amount not to exceed \$8,516.00  
For an amount not to exceed.....\$8,516.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

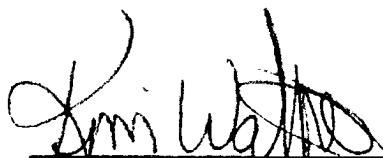
This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

For the Contractor

  
\_\_\_\_\_  
Signature  
DON IRVING  
\_\_\_\_\_  
Printed Name and Position

  
\_\_\_\_\_  
Date

For Her Majesty

  
\_\_\_\_\_  
Kim Walker  
Senior Contracting Officer  
Material Management

June 26/18  
\_\_\_\_\_  
Date



FEB 01 2013

F5530-8005-153/2019 HILLSBORO

THIS INDENTURE made this 6<sup>th</sup> day of Jan Two thousand 13.

BETWEEN:

**MELLIE MACDONALD**  
**PO BOX 144**  
**CORNWALL, PE**  
**C0A 1H0**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations ') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations .

- Entered to Service  
Agreement in Supa  
- Copy sent to Receiver

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

#### 4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

#### 9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

#### 10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums there-fore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

NOTE: Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

**NOTE:**

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED  
by the Contractor in the  
Presence of -

Witness



*Mellie Mae Donald*  
Contractor's Signature

SIGNED, SEALED AND DELIVERED  
by Her Majesty in the presence of -

*K. O'Neill*

*Charlene Myers*  
for Minister of Fisheries and Oceans

The following is a list of buoys that are covered by this contract.  
The annual unit cost is to be completed by the Contractor as part  
of the tender for the maintenance of these buoys

The Mooring Change Date Cycles are determined in Year 1.

Buoy	Wt	Size	Lgth	Lantern	Latitude	Longitude	Ser-	Aid	Paint	Moor Change
------	----	------	------	---------	----------	-----------	------	-----	-------	-------------

L L No.	Aid Id	Aid Name	Type of Aid	Col	Lbs	Inch	Meters	Power	°	'	"	°	'	"	Distance	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6						
6003.1	C20	Hillsboro East River Spar C20	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10	~	46	14	38.76	63	5	49.92	Seas	Plastic	Plastic	3 yr	2014								
6003.2	C22	Hillsboro East River Spar C22	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10	~	46	15	49.2	63	4	12.6	Seas	Plastic	Plastic	3 yr	2014								
6003.3	C24	Hillsboro East River Spar C24	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10.7	~	46	16	45.18	63	3	8.52	Seas	Plastic	Plastic	3 yr	2014								
6003.4	C26	Hillsboro East River Spar C26	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10.7	~	46	17	56.1	63	1	7.44	Seas	Plastic	Plastic	3 yr	2014								
6003.5	C27	Hillsboro East River Spar C27	0.3m Spar-Conical Plastic (ORT)	Gr	400	5/8"	10.7	~	46	18	5.64	63	0	41.94	Seas	Plastic	Plastic	3 yr	2014								
6003.6	C28	Hillsboro East River Spar C28	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10.7	~	46	18	21.18	63	0	15.36	Seas	Plastic	Plastic	3 yr	2014								
6003.7	C29	Hillsboro East River Spar C29	0.3m Spar-Conical Plastic (ORT)	Gr	400	5/8"	9	~	46	18	30.3	62	59	29.4	Seas	Plastic	Plastic	3 yr	2014								
Note: Local Knowledge is required when placing, lifting & maintaining buoys on this contract.																Totals						6,300.00	6,300.00	6,300.00	6,475.00	6,475.00	6,475.00
TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHORS WEIGHTS (4000 LB) NOTED IN THIS SCHEDULE OF RATES. CONTACT TRANSPORT CANADA IF NECESSARY.																											

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (4000LBS) NOTED IN THIS SCHEDULE OF RATES. CONTACT TRANSPORT CANADA IF NECESSARY.

# Pricing Sheet

PRICING SHEET - Hillsboro, PEI		
PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:		Buoy Maintenance Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014	6,300.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	6,300.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	6,300.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	6,475.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	6,475.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	6,475.00
Please provide GST / HST # if Applicable - GST / HST# 12686093/RT001		
If GST / HST not applicable, please provide SIN#		
Name: <i>Mellie Mac Donald</i>		
Mailing Address: <i>Cornwall P.O. Box 144 CoA-1HD</i>		
Telephone #:		
Cell Phone#:		
Fax #:		
E-mail Address:		Signature <i>Mellie Mac Donald</i>



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

**Contract/File No. F5530-8005-153/2019**  
**Amendment #1**  
**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

This **Amendment** dated as of the **4<sup>th</sup> day of June 2014**

**BETWEEN**

**Mellie Macdonald**  
**PO Box 144.**  
**Cornwall, PE**  
**C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-153/2019**

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:



**Contract/File No. F5530-8005-153/2019**  
**Amendment #1**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 1 – Servicing Marine Aids to Navigation – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2014**

**Insert: Completion Date of July 2, 2015**

**Apply:**

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$6,300.00

**For an amount not to exceed.....\$6,300.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019  
Amendment #1  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at June on 10<sup>th</sup>, 2014

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position) or



Melissa McOrlady  
\_\_\_\_\_  
SOLE PROPRIETORSHIP/INDIVIDUAL  
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Ottawa on June 15, 2014

\_\_\_\_\_  
(Witness)

Patricia Marnelli  
\_\_\_\_\_  
Team Leader  
NCR, Materiel Management



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-153/2019

Amendment #2

Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 20<sup>th</sup> day of May 2015

**BETWEEN**

**Mellie Macdonald  
PO Box 144  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-153/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-153/2019**

**Amendment #2**

**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2015**

**Insert: Completion Date of July 2, 2016**

**Apply:**

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$6,300.00

**For an amount not to exceed.....\$6,300.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

s.19(1)

Contract/File No. F5530-8005-153/2019  
Amendment #2  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at NEW DOMINION on MAY 25, 2015

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

\_\_\_\_\_  
(Witness)



\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)

Melanie Mac Donald  
\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on May 21, 2015

[Signature]  
(Witness)

[Signature]  
Emmanuelle Porter  
Contracting Officer  
Fredericton Procurement Hub



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-153/2019  
Amendment #3  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 29 day of June 2016

**BETWEEN**

**Mellie Macdonald  
PO Box 144  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-153/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-153/2019**

**Amendment #3**

**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 3, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2016**

**Insert: Completion Date of July 2, 2017**

**Apply:**

From July 3, 2016 – July 2, 2017 for an amount not to exceed \$6,475.00

**For an amount not to exceed.....\$6,475.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019

Amendment #3

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at \_\_\_\_\_ on \_\_\_\_\_, 2016

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on June 29, 2016

\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Emmanuelle Porter  
Contracting Officer  
Fredericton Procurement Hub





Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-153/2019

Amendment #4

Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 1<sup>st</sup> day of June 2017

**BETWEEN**

**Mellie Macdonald  
PO Box 144  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-153/2019**

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-153/2019**

**Amendment #4**

**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 3, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 4 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2017**

**Insert: Completion Date of July 2, 2018**

**Apply:**

From July 3, 2017 – July 2, 2018 for an amount not to exceed \$6,475.00

**For an amount not to exceed.....\$6,475.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019  
Amendment #4  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at NEW DORCHESTER on June, 2017

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)



Melanie McDonald - OWNER  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on June 2, 2017

[Signature]  
(Witness)

[Signature]  
Emmanuelle Porter  
Contracting Officer  
Fredericton Procurement Hub



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-153/2019  
Amendment #5  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 8<sup>th</sup> day of June 2018

**BETWEEN**

**Mellie Macdonald  
PO Box 144  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-153/2019

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-153/2019**

**Amendment #5**

**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 3, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2018**

**Insert: Completion Date of July 2, 2019**

**Apply:**

From July 3, 2018 – July 2, 2019 for an amount not to exceed \$6,475.00

For an amount not to exceed.....**\$6,475.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at JUNE 14 on \_\_\_\_\_, 2018

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

**AFFIX CORPORATE SEAL:**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)

  
\_\_\_\_\_  
Shelli M. Dodd  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on June 13, 2018

  
(Witness)

  
Emmanuelle Porter  
Contracting Officer  
Fredericton Procurement Hub

RECEIVED

FEB 15 2013

F5530-MOA77YG/2019 VICTORIA, PE

THIS INDENTURE made this 7 day of Feb. Two thousand 13.

BETWEEN:

**JAMES BOUTLER  
PO BOX 5106  
CRAPAUD, PE  
C0A 1J0**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

- 2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.
- 2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.
- 2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to Service  
Agreement in Sipa

#### 4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

#### 9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

#### 10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or



an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

#### 25. Termination

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums there-fore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

#### 26. Acts and Regulations

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE:** Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

Schedule of Rates

The following is a list of buoys that are covered by this contract.  
The annual unit cost is to be completed by the Contractor as part  
of the tender for the maintenance of these buoys

Notes:

One completed column for each year of the contract.  
The Maintenance Cycles are determined in Year 1.

Victoria

Victoria, PEI

L L No.	Aid Id	Aid Name	Type of Aid	Buoy Col	Anchor Chain		Lan-tern Power	Latitude	Longitude	Ser-vice	Aid Mat-erial	Moor-ing Cycle	In-g Date	Year					
					Wt Lbs	Size Inch								Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
1009.13	NX5	Victoria Harbour Light Buoy NX5	2ft 11 in Tideland/NP L(WB-390)	Green	400	5/8"	S/P	46 11	39 63	28 36.9	Seas	Plastic	3 yr	2015					
6009.15	NX7	Victoria Harbour buoy NX7	2ft 11 in Tideland/NP L(WB-390)	Green	400	5/8"	S/P	46 11	46.6 63	28 39.1	Seas	Plastic	3 yr	2015					
1009.17	NX9	Victoria Harbour Light Buoy NX9	2ft 11 in Tideland/NP L(WB-390)	Green	400	5/8"	S/P	46 11	50.9 63	28 41.00	Seas	Plastic	3 yr	2015					
1009.2	NX12	Victoria Harbour light buoy NX12	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	15.7 63	29 19.86	Seas	Plastic	3 yr	2015					
1011.1	NX11	Victoria Harbour light buoy NX11	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 11	56.2 63	28 47.65	Seas	Plastic	3 yr	2015					
1011.14	NX17	Victoria Harbour light buoy NX17	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	25.4 63	29 22.44	Seas	Plastic	3 yr	2015					
1011.15	NX18	Victoria Harbour light buoy NX18	2ft 11 in Tideland/NPL (WB-390)	Red	400	5/8"	S/P	46 12	25.4 63	29 21.84	Seas	Plastic	3 yr	2015					
6011.16	NX18/2	Victoria Harbour buoy NX18/2	2ft 11 in Tideland/NP L(WB-390)	Red	400	5/8"	S/P	46 12	28.7 63	29 21.48	Seas	Plastic	3 yr	2015					
6011.17	NX19	Victoria Harbour buoy NX19	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	31.4 63	29 21.72	Seas	Plastic	3 yr	2014					
1011.18	NX19/5	Victoria Harbour light buoy NX19/5	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	34 63	29 21.18	Seas	Plastic	3 yr	2014					
1011.19	NX20	Victoria Harbour light buoy NX20	2ft 11 in Tideland/NPL (WB-390)	Red	400	5/8"	S/P	46 12	33.9 63	29 20.34	Seas	Plastic	3 yr	2016					
1011.21	NX21	Victoria Harbour light buoy NX21	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	40.9 63	29 20.4	Seas	Plastic	3 yr	2015					
1011.22	NX22	Victoria Harbour light buoy NX22	2ft 11 in Tideland/NPL (WB-390)	Red	400	5/8"	S/P	46 12	40.9 63	29 19.68	Seas	Plastic	3 yr	2015					
Note: Local knowledge is required to maintain these buoys.														Totals	11,050	11,050	11,050	11,050	11,050

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (400lbs) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY.

PRICING SHEET- Victoria

PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:

1. FIRST YEAR	July 2, 2013 to July 2, 2014	<u>11,050</u>
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	<u>11,050</u>
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	<u>11,050</u>
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	<u>11,050</u>
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	<u>11,050</u>
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	<u>11,050</u>

Please provide GST / HST # if Applicable -GST / HST# 11285 7761 RT0001 (BN)  
 If GST / HST not applicable, please provide SIN# \_\_\_\_\_

Name: James C. Boulter  
 Mailing Address: P.O. Box 5106 Craquad P.E.I. Coa-150

Telephone #: \_\_\_\_\_  
 Cell Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_  
 Signature James C. Boulter  
 Current email address is \_\_\_\_\_

000105



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

**Contract/File No. F5530-M0A77YG/2019  
Amendment #2**

**AMENDMENT TO AGREEMENT**

This **Amendment** dated as of the **19<sup>th</sup>** day of **June 2014**

**BETWEEN**

**Mr. James Boulter  
PO Box 5106  
Crapaud, PEI  
COA 1J0  
Tel: [REDACTED]  
E-mail: [REDACTED]**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-M0A77YG/2019**

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

*- Copy sent to  
Records*

**Contract/File No. F5530-M0A77YG/2019  
Amendment #2**

This Amendment is issued to extend the agreement for an additional one year period from **July 2, 2014 to July 2, 2015**. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – Provide Buoy Services – Victoria Harbour, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete:           Completion Date of July 2, 2014**

**Insert:           Completion Date of July 2, 2015**

**Apply:**

**From July 2, 2014 – July 2, 2015**

**For an amount not to exceed.....\$11,050.00**



**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

2014-06-25 08:51

BNS30783 CRAPAUD

9026582616 &gt;&gt;

902 566 7848 P 4/4

Contract/File No. F5530-M0A77YG/2019  
Amendment #2

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at June on 25, 2014

(Witness)

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL: (if available)

(Witness)

PARTNERSHIP  
(Signature and position)

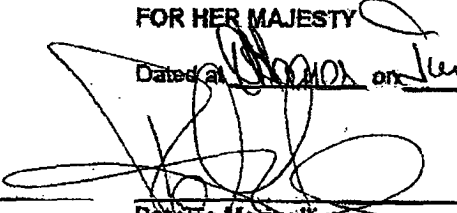
or

  
[Signature] Capt  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Ottawa on June 26, 2014

(Witness)

  
Patrizia Marinelli  
Team Leader  
Procurement Hub, Ottawa Office  
200 Kent Street, 9<sup>th</sup> Floor  
Ottawa, Ontario K1A 0E6  
Tel: (613) 993-3136  
E-mail: [Patrizia.Marinelli@dfo-mpo.gc.ca](mailto:Patrizia.Marinelli@dfo-mpo.gc.ca)





Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-MOA77YG/2019  
Amendment #3  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 25<sup>th</sup> day of May 2015

**BETWEEN**

**JAMES BOULTER**

**PO BOX 5106**

**CRAPAUD, PEI**

**C0B 1J0**

**Tel:**

**Email:**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MAO77YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MAO77YG/2019**  
**Amendment #3**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion date of July 2<sup>nd</sup> 2015**

**Insert: Completion date of July 2<sup>nd</sup> 2016**

**Apply:**

From July 2, 2015 – July 2, 2016

**For an amount not to exceed.....\$11,050.00**

**This Amendment shall form part of the above mentioned Agreement.**  
**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MAO77YG/2019  
Amendment #3  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at 26 on May, 2015

(Witness)

AFFIX CORPORATE SEAL:

(Witness)

INCORPORATED COMPANY  
(Signature and position)

PARTNERSHIP  
(Signature and position) or

(Witness)

James Baillie Captain & Owner  
SOLE PROPRIETORSHIP/INDIVIDUAL  
OWNER (Signature and position) Contractor

**FOR HER MAJESTY**

Dated at Fredericton on May 26<sup>th</sup>, 2015

[Signature]  
(Witness)

[Signature]  
Jean-Pierre de Vink  
Contracting Officer  
Fredericton Procurement Hub

07/12/2016 08:48 9026582198

SOUTH SHORE PHARMACY

PAGE 01/03

Fisheries and Oceans  
CanadaPêches et Océans  
CanadaContract/File No. F5530-MOA77YG/2019  
Amendment #4  
Page 1 of 3**AMENDMENT TO AGREEMENT**This Amendment dated as of the 7<sup>th</sup> day of July 2016**BETWEEN****JAMES BOULTER****PO BOX 5106****CRAPAUD, PEI****C0B 1J0****Tel:****Email:**

(hereinafter called the "Contractor")

**OF THE FIRST PART,****AND****HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**OF THE SECOND PART,****WHEREAS** the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number **F5530-MAO77YG/2019****AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned  
agreement;**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:

07/12/2016 08:48 9026582198

SOUTH SHORE PHARMACY

PAGE 02/03

**Contract/File No. F5530-MA077YG/2019  
Amendment #4  
Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion date of July 2<sup>nd</sup> 2016**

**Insert: Completion date of July 2<sup>nd</sup> 2017**

**Apply:**

From July 2, 2016 – July 2, 2017

**For an amount not to exceed.....\$11,050.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

07/12/2016 08:48 9026582198

SOUTH SHORE PHARMACY

PAGE 03/03

Contract/File No. F5530-MAO77YG/2019

Amendment #4

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Halifax on July 10 2016

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)

  
(Witness)

James Baultier  
\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on July 7<sup>th</sup> 2016

  
(Witness)

Morgan Marchand  
\_\_\_\_\_  
Morgan Marchand  
A/ Senior Contracting Officer  
Fredericton Procurement Hub



**Fisheries and Oceans  
Canada**

**Pêches et Océans  
Canada**

**Contract/File No. F5530-MOA77YG/2019**

**Amendment #5**

**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

This **Amendment** dated as of the **8<sup>th</sup>** day of **June 2017**

**BETWEEN**

**JAMES BOULTER  
PO BOX 5106  
CRAPAUD, PEI  
C0B 1J0  
Tel: [REDACTED]  
Email: [REDACTED]**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MAO77YG/2019**

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MAO77YG/2019**  
**Amendment #5**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion date of July 2<sup>nd</sup> 2017**

**Insert: Completion date of July 2<sup>nd</sup> 2018**

**Apply:**

**From July 2, 2017 – July 2, 2018**

**For an amount not to exceed.....\$11,050.00**

**This Amendment shall form part of the above mentioned Agreement.**  
**All other terms and conditions of the said Agreement shall remain unchanged and in force.**



Contract/File No. F5530-MA077YG/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

## FOR THE CONTRACTOR

Dated at 11 on June, 2017

---

  
(Witness)

---

  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:


---

  
(Witness)

---

 or  
PARTNERSHIP  
(Signature and position)

\*

  
(Witness)  
James Bault (Captain & Owner  
SOLE PROPRIETORSHIP/ INDIVIDUAL Contractor.  
OWNER (Signature and position)

## FOR HER MAJESTY

Dated at Fredericton on June 8th, 2017  
(Witness)  
Morgan Marchand  
Senior Contracting Officer  
Fredericton Procurement Hub

Victoria-



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

RCVD/RECU

AUG 02 2018

HUS ETEN

Contract/File No. F5530-MOA77YG/2019

Amendment #5

Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 27<sup>th</sup> day of June 2018

**BETWEEN**

**JAMES BOULTER  
PO BOX 5106  
CRAPAUD, PEI**

COA-150

**Tel:**

**Email:**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

**WHEREAS** the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-MAO77YG/2019

**AND WHEREAS** the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Victoria**

**Contract/File No. F5530-MA077YG/2019  
Amendment #5  
Page 2 of 3**

**This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.**

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI**

**To facilitate these changes the contract documents are hereby amended as follows:**

**Delete: Completion date of July 2<sup>nd</sup> 2018**

**Insert: Completion date of July 2<sup>nd</sup> 2019**

**Apply:**

**From July 2, 2018 – July 2, 2019**

**For an amount not to exceed.....\$11,050.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MAO77YG/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**Dated at July 27 on, \_\_\_\_\_ 2018\_\_\_\_\_  
(Witness)\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)**AFFIX CORPORATE SEAL:**  
\_\_\_\_\_  
(Witness)\_\_\_\_\_  
or  
PARTNERSHIP  
(Signature and position)  
\_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)**FOR HER MAJESTY**Dated at Fredericton on June 27, 2018.  
\_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
Morgan Marchand  
Senior Contracting Officer  
Fredericton Procurement Hub

F5530-8005-154/2019 **WEST RIVER**THIS INDENTURE made this 6<sup>th</sup> day of Jan Two thousand 13.

BETWEEN:

Hme:  
cel:  
mail**MELLIE MACDONALD  
PO BOX 144  
CORNWALL, PE  
C0A 1H0****RECEIVED  
FEB 13 2013**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

**2. Equipment**

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to Service  
Agreement in Spc  
- Copy sent to Recd

F5530-8005-154/2019 **WEST RIVER**

THIS INDENTURE made this 6<sup>th</sup> day of Jan Two thousand 13.

BETWEEN:

Hme:  
cel:  
and



**MELLIE MACDONALD  
PO BOX 144  
CORNWALL, PE  
C0A 1H0**

**RECEIVED  
FEB 12 2013**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to Service  
Agreement in Sipa  
- Copy sent to Receiver

#### 4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

#### 9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

#### 10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.



20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums there-fore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA. .

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE: Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.**

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

SIGNED, SEALED AND DELIVERED )  
by the Contractor in the )  
Presence of - )

Mellie Mae Donald  
Contractor's Signature

*Darlene Myers*  
for Minister of Fisheries and Oceans

Julie Davis

## PRICING SHEET- West River

## PRICE PER ANNUM (EXCLUDING GST/ HST) AS FOLLOWS:

		Buoy Maintenance Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014	10,800.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	10,800.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	10,800.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	10,800.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	10,800.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	11,100.00

Please provide GST / HST # if Applicable -GST / HST# 126860931A7001  
If GST / HST not applicable, please provide SIN# \_\_\_\_\_

Name: Mellie Mac Donald  
Mailing Address: Cornwall P.O. Box 144 COA-1H0  
MA PEI  
Telephone #: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Signature J Mellie Mac Donald

s.20(1)(b)  
s.20(1)(c)

## Schedule of Rates West River

### Schedule of Rates

The following is a list of buoys that are covered by this contract.  
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys

Notes:

One completed column for each year of the contract.  
The Maintenance Cycles are determined in Year 1.

L.L.No.	Aid Id	Aid Name	Type of Aid	Buoy Col	Anchor Wt Lbs	Chain Size Inch	Lgth Metre	Latitude ° ' "	Longitude ° ' "	Service	Aid Material	Moor ing Cycle Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
6018.05	CH3	Rocky Pt. ORT Spar Buoy CH3	0.3m Spar-Can PI (ORT)	Gr	400	5/8"	9	46 12	48	63 9	4.67	3 yr	2014					
6005	CH4	North Point Ent. To River CH4	2ft 11in Tideland/NPL(WB-390)	Red	400	5/8"	14	46 12	30	63 9	51.67	3 yr	2014					
6006.2	CH5	Ferguson Point Buoy CH5	2ft 11in Tideland/NPL(WB-390)	Gr	400	5/8"	14	46 12	20.71	63 10	39.67	3 yr	2014					
6007.1	CH8	Hyde Point Buoy CH8	2ft 11in Tideland/NPL(WB-390)	Red	400	5/8"	14	46 11	58	63 11	28.67	3 yr	2014					
6008.1	CH9	Hyde Point Buoy CH9	2ft 11in Tideland/NPL(WB-390)	Gr	400	5/8"	14	46 11	47	63 12	0.067	3 yr	2014					
6009.1	CH12	French Creek CH12	2ft 11in Tideland/NPL(WB-390)	Red	400	5/8"	14	46 11	18	63 12	42.67	3 yr	2014					
6010.1	CH13	Goose Creek CH13	2ft 11in Tideland/NPL(WB-390)	Gr	400	5/8"	14	46 11	29	63 13	12.67	3 yr	2014					
6010.5	CH16	West River Causeway Buoy CH16	2.0m MOBILUS TRACKLESS	Red	600	5/8"	14	46 11	19	63 13	37.67	3 yr	2014					
6013.1	CE	York Point Spar Buoy CE	GDI 2M	Yel	400	5/8"	4.6	46 13	23	63 9	19.67	3 yr	2014					
6012.1	CE2	Duchess Pt Ent. To York River CE2	0.3m Spar-Can PI (ORT)	Red	400	5/8"	15	46 13	14	63 9	6.67	3 yr	2014					
6014.15	CE3	York Point Spar CE3	0.3m Spar Can - PI(ORT)	Gr	400	5/8"	14	46 13	37	63 9	14.17	3 yr	2014					
6015.1	CE4	Mackenzie Creek Spar Buoy CE4	0.3m Spar-Can PI (ORT)	Red	400	5/8"	15	46 13	51	63 9	16.7	3 yr	2014					
Total													1,980.00	1,0,900.00	1,0,900.00	1,0,800.00	10,800.00	11,100.00

Note: Local knowledge is required to place, lift and maintain these buoys.

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (600LBS) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY.



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-154/2019

Amendment #1

Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 4<sup>th</sup> day of June 2014

**BETWEEN**

**Mellie Macdonald  
PO Box 144  
RR#1  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-154/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-154/2019**

**Amendment #1**

**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 1 – Servicing Marine Aids to Navigation – West River**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2014**

**Insert: Completion Date of July 2, 2015**

**Apply:**

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$10,800.00

**For an amount not to exceed.....\$10,800.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-154/2019

Amendment #1

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

## FOR THE CONTRACTOR

Dated at June on 10<sup>th</sup>, 2014

(Witness)

\_\_\_\_\_  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

\_\_\_\_\_  
PARTNERSHIP  
(Signature and position)

or

  
\_\_\_\_\_  
Melli McDonald  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

## FOR HER MAJESTY

Dated at June on June 15, 2014

(Witness)

\_\_\_\_\_  
Patrizia Magnelli  
Team Leader  
NCR, Materiel Management